

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

**1. Name of conveying party(ies):**

Safety Tube Holdings, LLC  
1100 Avenue S  
Grand Prairie, TX 75050

- Individual(s)                   Association
- General Partnership        Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company \_\_\_\_\_

Citizenship (see guidelines) Florida

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Texas ACP I, L.P.

Internal

Address: \_\_\_\_\_

Street Address: 909 Poydra Street

City: New Orleans

State: LA

Country: USA                                  Zip: 70112

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship: Texas
- Corporation      Citizenship \_\_\_\_\_
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance / Execution Date(s) :**

Execution Date(s) December 29th, 2008

- Assignment                                   Merger
- Security Agreement                       Change of Name
- Other Acknowledgment of IP Collateral

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
77163278  
2,942,586

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: CT Lion Solutions

Internal Address: \_\_\_\_\_

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY                                  Zip: 12205

Phone Number: (800) 342-3876 x4064

Fax Number: (800) 962-7049

Email Address: joseph.borgman@wotterskluwer.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 65.00

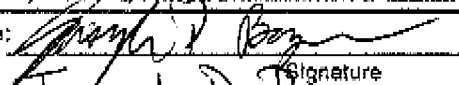
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment information:**

a. Credit Card      Last 4 Numbers 5683  
Expiration Date 11/09

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Joseph D. Borgman  
Signature  
Name of Person Signing

2/2/09

Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

**ACKNOWLEDGMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgment of Intellectual Property Collateral Lien (this "*Acknowledgment*") dated as of December \_\_, 2008 is by and among Safety Tubs Holdings LLC, a Florida limited liability company ("*Grantor*"), Texas ACP I, L.P., individually on its own behalf as a Lender and as Agent for the Lenders.

**WITNESSETH:**

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement dated as of the date hereof by and among Grantor, the other Credit Parties signatory thereto, the Lenders, and the Agent (as from time to time amended, restated, supplemented or otherwise modified, the "*Agreement*"), the Lenders have agreed to invest in Grantor by purchasing from Grantor secured notes;

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof by and among the Grantor, the other Credit Parties signatory thereto, the Lenders, and the Agent (the "*Security Agreement*"), the Grantor granted to the Agent, for itself and the benefit of the Lenders, a security interest in the Collateral, as defined in the Security Agreement, to secure the Secured Obligations, as defined in the Security Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor is required to execute and deliver this Acknowledgment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Agent and the Lenders to enter into the Investment Documents and to make the investment thereunder, Grantor hereby agrees with the Lenders as follows:

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the Applicable UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgment shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgment to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral.** Grantor reaffirms its grant to the Agent for the benefit of the Lenders, of a security interest in the Collateral and in addition to other grants in the Investment Documents grants to the Agent, for the benefit of the Lenders, a Lien on and security interest in all of its right, title and interest in (herein referred to collectively as

"*Intellectual Property Collateral*"). all of such Grantor's now owned and hereafter acquired, created or arising; (i) patents (including all rights corresponding thereto throughout the world, and all improvements thereon) including the patents on Schedule I, copyrights (including all renewals, extensions and continuations thereof), trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith) including the trademarks on Schedule II, mask works, and all applications and registrations related to any of the foregoing; (ii) financial, business, scientific, technical, economic or engineering information, whether tangible or intangible and however stored, compiled or memorialized; and (iii) all agreements, rights, options, reports or licenses related to any of the foregoing (including rights to sue for past, present and future infringements or violations of any of the foregoing).

**Section 3. Acknowledgment.** The security interests reaffirmed herein are granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgment and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

**Section 4. Governing Law.** This Acknowledgment shall be governed by and construed in accordance with the internal laws and decisions of the State of Texas, without regard to the conflict of law principles thereof.

**Section 5. Counterparts and Delivery.** This Acknowledgment may be executed by manual or facsimile signature in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Signatures delivered by electronic methods have the same validity as signatures delivered in person.


**Section 6. Successor and Assigns.** This Acknowledgment shall be binding upon the Grantor and its successors and assigns and shall benefit the Agent, the Lenders and their respective successors and assigns, provided, that Grantor may not assign or transfer its rights or obligations under this Acknowledgment or any interest herein or delegate its duties hereunder without the prior written consent of the Agent.

**Section 7. Amendment.** This Acknowledgment may only be amended by a writing executed by the Grantor and the Lenders.

*{Signatures appear on the following page.}*

IN WITNESS WHEREOF, each party has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SAFETY TUBS HOLDINGS LLC**

By:   
Name: Andie Weidich  
Title: Manager

**TEXAS ACP I, L.P., as Agent and Lender**

By: **ADVTG GP I, L.L.C., its General Partner**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

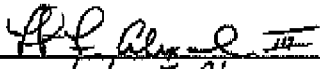
IN WITNESS WHEREOF, each party has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SAFETY TUBS HOLDINGS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TEXAS ACP I, L.P., as Agent and Lender**

By: ADVTG GP I, L.L.C., its General Partner

By:   
Name: LeRoy F. Alexander III  
Title: Senior Vice President

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN]

**Safety Tubs IP Portfolio**

**Patents:**

File No.	Patent/ Application No.	Title	Filing Date	Status
AZTUB.0101	11/551,160	Method of Manufacturing Walk-In Tubs	10/19/06	Awaiting 1 <sup>st</sup> office action
AZTUB.0102	7,299,509	Side Door for Walk-In Tub	10/19/06	Issued 11/27/07
AZTUB.102CIP	11/871,844	Side Door for Walk-In Tub	10/12/07	Awaiting 1 <sup>st</sup> office action
AZTUB.0104	11/745,289	Accelerated Tub Drain	5/7/07	Awaiting 1 <sup>st</sup> office action
AZTUB.0104PCT	PCT/US08/ 62233	Accelerated Tub Drain	5/1/08	Received int'l search
AZTUB.0108	N/A	Door Handle for Walk-In Tubs (design)	N/A	Preparing application

**Trademarks:**

File No.	Application/ Reg. No.	Mark	Filing Date	Status
AZTUB.0103	77163278	T5	4/23/07	Allowed 1/15/08
AZTUB.0105	N/A	Quick Drain	N/A	Awaiting application from client
AZTUB.0106	2,942,586	Safety Tubs	11/22/02	Registered 4/19/05
AZTUB.0106CTM	N/A	Safety Tubs (EU)	N/A	Preparing application
AZTUB.0106UK	N/A	Safety Tubs (UK)	N/A	Preparing application
AZTUB.0106CA	N/A	Safety Tubs (Canada)	N/A	Preparing application
AZTUB.0106JP	N/A	Safety Tubs (Japan)	N/A	Preparing application
AZTUB.0106C	N/A	Safety Tubs (China)	N/A	Preparing application
AZTUB.0106TW	N/A	Safety Tubs (Taiwan)	N/A	Preparing application
AZTUB.0106AU	N/A	Safety Tubs (Australia)	N/A	Preparing application
AZTUB.0107	N/A	Minute Drain	N/A	Awaiting application from client